

EMPLOYMENT CONTRACT

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the "County", the San Bernardino International Airport Authority, hereinafter called the "Authority" and **Penny B. L. Chua**, hereinafter called the "Contractor".

It is hereby agreed that the County shall employ Contractor as the **Chief of Staff/Marketing Director** and that Contractor shall provide her services in the manner and on the terms and conditions hereinafter set forth:

1. Contractor shall provide services with respect to the closure and reuse of Norton Air Force Base. Contractor shall be responsible for the performance of the duties set forth, but should not be limited to the following:
 - A. Assists the Executive Director in the direction and coordination, through departments, of Authority's goals and objectives, development, and implementation..
 - B. Tours and meets with prospective lessees to determine facility needs and appropriate space requirements.
 - C. Negotiates, prepares and administers tenant lease and contract agreements.
 - D. Prepares and shows available properties and facilities for long and short-term lease, and temporary or special event use.
 - E. Represents the Executive Director at meetings, conferences and various functions, generally related to policy or issue development.
 - F. Directs and develops marketing strategies, policies, and programs for the attraction, retention, and expansion of commerce and industry.
 - G. Plans, organizes and directs human resources activities including hiring, discipline and termination of staff, recommending and implementing human resources policies and procedures, and assisting department heads with personnel policy and procedure issues.
 - H. Prepares written and oral correspondence, reports and responses to requests for information and media interviews.
 - I. Oversees and approves general department budgets and expenditures.
 - J. Plans, organizes and oversees preparation for special events and ceremonies.
 - K. Acts in the absence of the Executive Director.
 - L. Other duties as assigned.
2. The term of this contract shall commence on **June 26, 2004** and continue in effect until terminated as hereinafter provided. This contract may be terminated at any time, by either party, by the giving of thirty (30) days written notice of termination to the other party. The County Administrative Officer shall have full authority and discretion to exercise the County's rights under this paragraph. The Executive Director of the Authority shall have the full authority and discretion to exercise the Authority's rights under this paragraph.

3. For and in consideration of Contractor's services, County agrees to pay Contractor and Contractor agrees to accept an hourly rate of **\$41.89** as Salary. The Salary as set forth shall remain in effect until such time, if any, this employment contract is duly modified by the parties. Contractor shall be required to work such hours as necessary to carry out the duties and responsibilities specified in this Contract, and such hours may be varied so long as the work requirements and efficient operations of the Authority and the County are assured.
4. Contractor shall be entitled to all benefits in accordance with the Exempt Group B. Contractor shall be eligible to participate in the County's 1937 Act Retirement System during the term of this Contract.
5. Contractor shall be covered by County's Workers' Compensation and general liability insurance during the hours actually worked under this Contract.
6. Contractor shall be paid bi-weekly under the payroll procedures established by the County's Auditor-Controller/Recorder.
7. Contractor shall be reimbursed for actual expenses incurred in the performance of this contract in accordance with the County Code provisions governing Exempt Group B employees.
8. This Contract replaces and supersedes Contract No. 00-575. Execution of this Contract shall not be considered a break in County service; and Contractor shall carry forward all leave and retirement benefits per previous Contract No. 00-575.
9. Except as expressly provided herein, Contractor shall receive all benefits as are provided to Exempt Group B employees.
10. Contractor shall not spend more than ten (10) hours per week in teaching or other non-Authority connected business without the prior written approval of the Executive Director. No such activity shall involve a conflict of interest or adversely impact the amount of time Contractor is required to expend on Authority matters. No use of in-house Authority equipment or staff will be allowed for such purpose.
11. As a condition of employment with the County, Contractor does hereby agree to uphold the Conflict of Interest policy of San Bernardino County which is stated under Rule 1, Section 8 of the San Bernardino County Personnel Rules, CONFLICT OF INTEREST, as follows:

No official or employee shall engage in any business or transaction or shall have a financial or other personal interest or association which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships or close business, personal or political association.

This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active County employment providing such acts do not constitute a conflict of interest as defined herein. An employee is also subject to provisions of California Government Code Sections 1090, 1126, 87100 and any other applicable provisions of the Government Code and any conflict of interest Code applicable to County employment.

12. Except as provided herein, Contractor shall receive the same leave provisions as are provided to the County Exempt Group B employees.
13. Contractor shall be provided an automobile allowance of \$350.00 per month. If the services to be performed under this agreement require Contractor to drive a vehicle, Contractor must possess a valid California driver's license at all times during the performance of this agreement. In order for the Contractor to use any County-owned vehicle during performance of this agreement, Contractor agrees to allow County to obtain a Department of Motor Vehicles report on Contractor's driving record. If such report discloses the Contractor has an unsafe driving record, in the opinion of the County Risk Manager, Contractor may be prohibited from using any County-owned vehicle.
14. In order for Contractor to be able to use a private vehicle during the performance of this Agreement, Contractor shall be covered by vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code. Such requirements currently are:
 - a) Fifteen Thousand Dollars (\$15,000) for single injury or death;
 - b) Thirty Thousand Dollars (\$30,000) for multiple injury or death;
 - c) Five Thousand Dollars (\$5,000) for property damage.

Failure to comply with the requirements of this paragraph shall be deemed grounds for termination of this Agreement, pursuant to paragraph # 2.

15. The Authority shall have the sole obligation to pay to County, within thirty (30) days of billing by County, costs incurred by County pursuant to this Contract. Failure of the Authority to reimburse County timely, shall be grounds for immediate termination of Contractor's employment without requirement for advanced written notice.
16. The Authority determines that the services provided herein are reasonably necessary for the purposes of the Authority.

Mayor Judith Valles, President
San Bernardino International Airport Authority

Penny B. L. Chua

Dated _____

Dated: _____

Chairman, Board of Supervisors
County of San Bernardino

Dated _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD

Renee Bastian
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____, Deputy